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EXAMINER

MOONEYHAM, JANICE A

ART UNIT	PAPER NUMBER
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3629

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PAPER

**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

## Office Action Summary

Application No.

09/981,626

Applicant(s)

MELCHIOR ET AL.

Examiner

JANICE A. MOONEYHAM

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

### Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

### Status

- 1) ☒ Responsive to communication(s) filed on 09 November 2007.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

### Disposition of Claims

- 4) ☒ Claim(s) 4,8,9,11-13 and 18 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 4,8,9,11-13 and 18 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

### Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

### Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some \* c) ☐ None of:
- ☐ Certified copies of the priority documents have been received.
  - ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  - ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

### Attachment(s)

- ☐ Notice of References Cited (PTO-892)
- ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- ☒ Information Disclosure Statement(s) (PTO/SB/08)  
Paper No(s)/Mail Date \_\_\_\_\_
- ☐ Interview Summary (PTO-413)  
Paper No(s)/Mail Date. \_\_\_\_\_
- ☐ Notice of Informal Patent Application
- ☐ Other: \_\_\_\_\_

### **DETAILED ACTION**

1. This is in response to the applicant's communication filed on November 9, 2007, wherein:

Claims 4, 8-9, 11-13, and 18 are currently pending;

Claims 4, 9, and 18 have been amended;

Claims 1-3, 5-7, 10, 14-17, 19-23 have been cancelled.

2. After careful consideration of applicant's arguments and amendments, new grounds of rejections of claims necessitated by Applicant's amendment are established in the instant application as set forth in detail below. Applicant's arguments with respect to claims have been considered but are moot in view of the new ground(s) of rejection. Applicant amended independent claims 4 and 18 adding into these claims the limitation of dependent claim 10 along with additional limitations not provided in claim 10. Dependent claim 10 was directed to a system. Since the limitation of claim 10 was not directed to the structure of the system, the limitations of claim 10 do little, as related to the system are given little patentable weight. However, by adding the limitation of claim 10 into the method, new grounds of rejections of the claims are necessitated by the amendment.

### ***Information Disclosure Statement***

3. The Information Disclosure Statements (IDSs) submitted on December 13, 2007 and December 21, 2007 have been considered except where lined through.

MPEP 609 states:

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- 1) Each U.S. patent listed in an information disclosure statement must be identified by ***inventor***, patent number, and issue date.
- (2) Each U.S. patent application publication listed in an information disclosure statement shall be identified by ***applicant***, patent application publication number, and publication date.
- (3) Each U.S. application listed in an information disclosure statement must be identified by the ***inventor***, application number, and filing date.

***Claim Rejections - 35 USC § 112***

4. The rejection as to the first paragraph of 35 U.S.C. 112 has been ***withdrawn***.

The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

5. Claims 4, 8, 9, 11-13 and 18 rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

As for claim 4, the applicant has added in the limitations of "wherein different seller agent users have different rights with regard to electronically proposing modifications to the purchase order agreement, and wherein different buyer agent users have different rights with regard to electronically proposing modifications to the purchase order agreement and wherein the system allows an electronic proposal of a first modification only in accordance with rights associated with the user attempting to implement the first proposal and wherein the system allows a first electronic acceptance of a proposed modification only in accordance with rights associated with the user attempting to implement the first

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electronic acceptance, and wherein the different rights of the different seller agent are assigned by a system administrator within an organization of the seller through the computerized system and wherein the different rights of the different buyer agents are assigned by a system administrator within an organization of the buyer through the computerized system”.

Claim 4 is directed to a system. However, there is no structure set forth in the claim for performing the function set forth above. Furthermore, it appears that many of the wherein clauses are directed to a method. For example, the fact that the system administrator assigns the rights. Once again, claims 4, 8-9 and 11-13 are directed to a system with appears to be an apparatus.

MPEP 2114 states:

#### Apparatus and Article Claims — Functional Language

For a discussion of case law which provides guidance in interpreting the functional portion of means-plus-function limitations see MPEP § 2181 - § 2186.

#### APPARATUS CLAIMS MUST BE STRUCTUR-ALLY DISTINGUISHABLE FROM THE PRIOR ART

While features of an apparatus may be recited either structurally or functionally, claims directed to an apparatus must be distinguished from the prior art in terms of structure rather than function. In re Schreiber, 128 F.3d 1473, 1477-78, 44 USPQ2d 1429, 1431-32 (Fed. Cir. 1997) (The absence of a disclosure in a prior art reference relating to function did not defeat the Board's finding of anticipation of claimed apparatus because the limitations at issue were found to be inherent in the prior art reference); see also In re Swinehart, 439 F.2d 210, 212-13, 169 USPQ 226, 228-29 (CCPA 1971); In re Danly, 263 F.2d 844, 847, 120 USPQ 528, 531 (CCPA 1959). “[A]pparatus claims cover what a device is, not what a device does.” Hewlett-Packard Co. v. Bausch & Lomb Inc., 909 F.2d 1464, 1469, 15 USPQ2d 1525, 1528 (Fed. Cir. 1990) (emphasis in original).

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**MANNER OF OPERATING THE DEVICE DOES NOT DIFFERENTIATE APPARATUS CLAIM FROM THE PRIOR ART**

A claim containing a "recitation with respect to the manner in which a claimed apparatus is intended to be employed does not differentiate the claimed apparatus from a prior art apparatus" if the prior art apparatus teaches all the structural limitations of the claim. Ex parte Masham, 2 USPQ2d 1647 (Bd. Pat. App. & Inter. 1987) (The preamble of claim 1 recited that the apparatus was "for mixing flowing developer material" and the body of the claim recited "means for mixing ..., said mixing means being stationary and completely submerged in the developer material". The claim was rejected over a reference which taught all the structural limitations of the claim for the intended use of mixing flowing developer. However, the mixer was only partially submerged in the developer material. The Board held that the amount of submersion is immaterial to the structure of the mixer and thus the claim was properly rejected.).

***Claim Rejections - 35 USC § 103***

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

6. Claims 4, 8, 9, 11-13 and 18 are rejected under 35 U.S.C. 103(a) as being unpatentable over Conklin et al. (US 6, 141,653) (hereinafter referred to as Conklin et al.) in view of Cornelius et al (7,069,234) (hereinafter referred to as Cornelius).

Referring to Claim 4:

A computerized system, comprising:

means for allowing procurement/access and storage of an agreement

(Figure 1h, col. 5, lines 35-40; col. 7, lines 30-41; 13, lines 51-63 iterative

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bargaining and purchasing over a network which enables buyers and sellers to negotiate prices, terms, and conditions iteratively until an agreement is reached; provides a means for storing, archiving and accessing all transactions and documents; col. 14, lines 21-26 maintains internal databases that contain a history of all transactions, Figure 11a-1 In accordance with the terms of our **Purchase Order**, Figure 18 Notification of **Purchase Order** Acceptance);

means for allowing modification/negotiation/communication of the agreement (col. 13, lines 51-63 iterative bargaining and purchasing over a network which enables buyers and sellers to negotiate prices, terms, and conditions iteratively until an agreement is reached; provides a means for storing, archiving and accessing all transactions and documents; col. 14, lines 21-26 maintains internal databases that contain a history of all transactions, Figure 11a-1 In accordance with the terms of our **Purchase Order**, Figure 18 Notification of **Purchase Order** Acceptance; Figure 1e (244) state **changes**; col. 13, lines 51-55; col. 14, lines 27-30 provides comprehensive iterative bargaining abilities for both buyers and sellers that enable them to negotiate all the terms and conditions of transaction col. 24, lines 1-41 keeps track of each set of **changes** and can display them; col. 24, line 66 thru col. 26, line 18 Iterative multivariate negotiations);

means for receiving and storing electronic evidence (Figure 1g (68) **Deal concluded and archived**; Figure 8 (580, 585); Figures 15a- 23; Figure 30; col. 14, lines 59-62 complete histories of each stage of the negotiation processes are available for tracking and analysis which promotes non-repudiation of negotiated

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terms; Figure 30, col. 26, lines 65 thru col. 27, documentary collection payment methods, purchase order payment methods, procurement cards and similar methods can be used and negotiated using this invention; col. 6, lines 20-21);

means for evaluating whether a party has complied with obligations as defined by the agreement (Figure 1g (68) Deal concluded and archived; Figure 8 (580, 585); Figures 15a- 23; Figure 30; col. 15, lines 7-12 removing non-complaint participants; col. 27, lines 6-10 in a proposed letter of credit, such as that shown in Figure 16, the buyer's bank assumes the full credit risk and is absolutely obligated to pay the seller provided the seller ships goods in a way that conforms to every detail to the terms of the letter of credit)

means for electronically providing an instruction (Figure 17, Figure 30; col. 26, line 65 thru col. 27, line 31 – all participants are continually notified by email)

While Conklin et al. discloses evaluating whether the seller has complied with the seller's as defined by the purchase order agreement as modified by any modifications, Conklin et al. does not disclose that the evaluating is performed electronically.

However, Cornelius discloses **electronically** evaluating whether the seller has complied with the seller's obligation as defined by the purchase order agreement as modified by any modifications (Figures 23-25, 31-32 and col. 23, lines 15-55).

It would have been obvious to one of ordinary skill in the art at the time of the invention to incorporate into the negotiation system and method of Conklin et al. the electronic compliance evaluation taught in Cornelius so that once the



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compliance engine finds all structured fields/tag are in compliance, an automatic signal is sent to the bank/buyer for payment authorization and anytime the value of the data falls outside the parameter of the structured field, it is rejected and a rejection will automatically be sent and highlighted to both buyer and seller electronically for further negotiation.

While Conklin et al. discloses a sponsor designating multiple deciding entities for each issue under consideration, wherein the sponsor establishes detailed rules for ordering and processing of proposals (col. 23, lines 59-66; col. 25, lines 12-20, col. 32, lines 25-61)(The Examiner interprets this as a means for determining the rights of the parties), Conklin et al. does not disclose wherein the parties are assigned rights by a system administrator and modification is allowed in accordance with the rights associated with the user.

However, as written, the limitation of "***wherein different seller agent users have different rights with regard to electronically proposing modifications to the purchase order agreement and electronically accepting a proposed modification to a purchase order agreement, and wherein different buyer agent users have different rights with regard to electronically proposing modifications to the purchase order agreement and electronically accepting a proposed modification to a purchase order agreement, and wherein the system allows an electronic proposal of a first modification only in accordance with rights associated with the user attempting to implement the first proposal and wherein the system allows a first electronic acceptance of a proposed modification only in accordance***

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***with rights associated with the user attempting to implement the first electronic acceptance, and wherein the different rights of the different seller agent are assigned by a system administrator within an organization of the seller through the computerized system and wherein the different rights of the different buyer agents are assigned by a system administrator within an organization of the buyer through the computerized system***" does not further identify the structure of the system. The fact that the users have different rights, as claimed, does not alter the structure of the system but rather further identifies the users. Furthermore, the fact that a system ***allows*** a modification only in accordance with the rights of the users is not a positive limitation. "Allowing a modification" simply means that nothing is done to stop or hinder the modification. "Allowing" a modification means that the system makes possible for the modification to take place without opposing or prohibiting the action.

The Examiner further notes that the limitation of claim 10 was presented in the original set of claims. The Examiner rejected claim 10 using Conklin et al. in the Non-Final Office Action mailed 12/20/05, in the Final Office Action mailed 6/1/06, and the Non-Final mailed on 5/10/07. However, this present amendment is the first time that applicant has raised the argument that Conklin does not disclose the limitation of claim 10.

Moreover, Cornelius discloses Workflow Management which sets forth which tasks exist, what roles exist, which roles can perform which tasks, and which individuals can fill which roles (col. 75, line 26 through col. 76, line 20).

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Cornelius discloses access control functions, the common technique of grouping users and assigning different access rights to the different groups, wherein each of these groups is assigned specific read/write/delete/**modify** authority (col. 81, lines 49-55). Cornelius further discloses that role-based access control establishes access rights and profiles based on job functions within the environment (col. 96, lines 20-34).

It would have been obvious to one of ordinary skill in the art at the time of the invention to incorporate into the multivariate negotiation system of Conklin et al. the workflow management taught in Cornelius since these tools address the problems that occur with complex processes requiring the participation of multiple groups, for example in the international sales of goods where the buyer and seller may not know each other but are negotiating terms of trade, by providing the ability to define, manage, and execute automated business processes through an electronic representation of the process, both in terms of what has to be done and by whom.

The Examiner asserts that the fact that the rights are assigned "by a system administrator within a buyer/seller organization", that the agreement is a "purchase order" agreement "between a buyer and seller relating to a transaction in one or more goods or services", the name of the parties modifying the agree (buyer and seller), the type of evidence received and stored are all non-functional descriptive data.

When presented with a claim comprising descriptive material, an Examiner must determine whether the claimed nonfunctional descriptive material

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should be given patentable weight. The Patent and Trademark Office (PTO) must consider all claim limitations when determining patentability of an invention over the prior art. *In re Gulack*, 703 F.2d 1381, 1385, 217 USPQ 401,404 (Fed. Cir. 1983). The PTO may not disregard claim limitations comprised of printed matter. See *Gulack*, 703 F.2d at 1384-85, 217 USPQ at 403; see also *Diamond v. Diehr*, 450 U.S. 175, 191, 209 USPQ 1, 10 (1981). However, the examiner need not give patentable weight to descriptive material absent a new and unobvious functional relationship between the descriptive material and the substrate. See *In re Lowry*, 32 F.3d 1579, 1583-84, 32 USPQ2d 1031, 1035 (Fed. Cir. 1994); *In re Ngai*, 367 F.3d 1336, 1338, 70 USPQ2d 1862, 1863-64 (Fed. Cir. 2004). Thus, when the prior art describes all the claimed structural and functional relationships between the descriptive material and the substrate, but the prior art describes a different descriptive material than the claim, then the descriptive material is nonfunctional and will not be given any patentable weight. That is, such a scenario presents no new and unobvious functional relationship between the descriptive material and the substrate.

The Examiner asserts that the data that the rights are assigned by the system administration of the buyer/seller organization, etc. adds little, if anything, to the claimed structure and thus do not serve as limitations on the claims to distinguish over the prior art. MPEP 2106IV b 1(b) indicates that "nonfunctional descriptive material" is material "that cannot exhibit any functional interrelationship with the way the steps are performed". Any differences related merely to the meaning and information conveyed through data which does not

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explicitly alter or impact the structure is non-functional descriptive data. Except for the meaning to the human mind, this data does not functionally relate to the substrate and thus does not change the structure of the system as claimed. The subjective interpretation of the data does not patentably distinguish the claimed invention.

Moreover, the Examiner notes that the applicant's limitations are replete with conditional language and lacking in positive recitations. For example, providing a payment instruction *if* the seller has been evaluated to have complied. Thus, "if" the seller has not complied, nothing need happen. Furthermore, as set forth above, "allowing" something to happen is not a positive recitation of anything actually being performed.

Referring to Claim 8:

Conklin et al. discloses a means for storing an indication of a chronological order (col. 14, lines 21-26 and 48-54 and 59-62). The Examiner asserts that any database would be a means for storing. If applicant is trying to claim a log or mechanism for stamping the time of day, then applicant is directed to Cornelius (col. 96, lines 28-33 time-of-day).

Referring to Claim 9:

Conklin et al. discloses wherein the means for storing comprises means for storing identifying information of the parties submitting the data (Figure 9 (605) (610) (col. 14, lines 21-26, 48-54 and 59-62; col. 32, lines 24-34). The Examiner asserts that as claimed, the fact that the information comprises an electronic signature is non-functional descriptive data since it does not alter the

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structure of the system. Furthermore, Cornelius discloses audit logs which record User ID, time-of-day, location of access, etc. (col. 96, lines 28-33) and Seller and Buyer signing off digitally for overall agreement (see also, col. 23, lines 22-27, col. 24, lines 19-22).

Referring to Claim 11:

Conklin et al. discloses a means for evaluating payment criteria and providing payment (col. 4, line 51 thru col. 7, line 45; col. 25, lines 56-59, col. 26, line 65 thru col. 27, line 31)

Furthermore, Cornelius discloses means for evaluating payment criteria and providing payment (Figure 31, col. 20, line 5-31, col. 23, lines 15-31, Figure 18-20, steps 1808, 1812, where due diligence check is made prior to authorizing payment to seller by the Bank).

Referring to Claim 11:

Cornelius discloses a means for electronically evaluating compliance (Figure 31, col. 23, lines 15-31).

Referring to Claim 18:

Conklin et al. discloses a computerized method for facilitating transactions in goods or services, the method comprising:

allowing electronic procurement of a purchase order agreement between a seller and a buyer, the purchase order agreement being stored electronically and relating to a transaction in one or more goods or services (col. 5, lines 35-40; col. 7, lines 30-41; col. 13, lines 51-63 iterative bargaining and purchasing over a network which enables buyers and sellers to negotiate prices, terms, and

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conditions iteratively until an agreement is reached; provides a means for storing, archiving and accessing all transactions and documents; col. 14, lines 21-26 maintains internal databases that contain a history of all transactions, Figure 11a-1 In accordance with the terms of our **Purchase Order**, Figure 18 Notification of **Purchase Order** Acceptance);

The Examiner notes that “allowing” electronic procurement of a purchase order agreement is not actually a positive recitation of an agreement being displayed or obtained. As set forth above, allowing only means that you make something possible or do not oppose or obstruct an action.

allowing electronic modification of the purchase order agreement upon agreement by the seller and buyer to the modification ((Figure 1e (244) state **changes**; col. 13, lines 51-55; col. 14, lines 27-30 provides comprehensive iterative bargaining abilities for both buyers and sellers that enable them to negotiate all the terms and conditions of transaction col. 24, lines 1-41 keeps track of each set of **changes** and can display them; col. 24, line 66 thru col. 26, line 18 Iterative multivariate negotiations);

Here again, “allowing” modification of the agreement is not a positive recitation of an agreement being modified.

receiving and storing electronic evidence that the seller has performed in connection with fulfilling the seller’s obligations as defined by the agreement ((Figure 1g (68) **Deal concluded and archived**; Figure 8 (580, 585); Figures 15a- 23; Figure 30; col. 14, lines 59-62 complete histories of each stage of the

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negotiation processes are available for tracking and analysis which promotes non-repudiation of negotiated terms);

evaluating whether the seller has complied with the seller's obligations as defined by the agreement ((Figure 1g (68) ***Deal concluded and archived***; Figure 8 (580, 585); Figures 15a- 23; Figure 30; col. 15, lines 7-12 removing non-complaint participants; col. 27, lines 6-10 in a proposed letter of credit, such as that shown in Figure 16, the buyer's bank assumes the full credit risk and is absolutely obligated to pay the ***seller provided the seller ships goods in a way that conforms to every detail to the terms of the letter of credit***);

electronically providing a payment instruction if the seller has been evaluated to have complied with the seller's obligations as defined by the agreement (Figure 17 you will receive an email response from us providing details on the terms , Figure 30 please print out this form and take it to your bank which must follow these instruction in remitting payment by wire transfer for your order; col. 26, line 65 thru co. 27, line 31 – bank is absolutely obligated to pay the seller, provided the seller ships goods in a way that conforms in every detail to the terms of the letter credit, all participants are continually notified by email); and

receiving and storing electronic evidence that the buyer has made one or more payments in connection with fulfilling buyer's obligations as defined by the agreement or any modifications (Figure 30, col. 26, lines 65 thru col. 27, line 31 documentary collection payment methods, purchase order payment methods,



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procurement cards and similar methods can be used and negotiated using this invention; col. 6, lines 20-21).

While Conklin et al. discloses evaluating whether the seller has complied with the seller's as defined by the purchase order agreement as modified by any modifications, Conklin et al. does not disclose that the evaluating is performed electronically.

However, Cornelius discloses **electronically** evaluating whether the seller has complied with the seller's obligation as defined by the purchase order agreement as modified by any modifications (Figures 23-25, 31-32 and col. 23, lines 15-55).

It would have been obvious to one of ordinary skill in the art at the time of the invention to incorporate into the negotiation system and method of Conklin et al. the electronic compliance evaluation taught in Cornelius so that once the compliance engine finds all structured fields/tag are in compliance, an automatic signal is sent to the bank/buyer for payment authorization and anytime the value of the data falls outside the parameter of the structured field, it is rejected and a rejection will automatically be sent and highlighted to both buyer and seller electronically for further negotiation.

While Conklin et al. discloses a sponsor designating multiple deciding entities for each issue under consideration, wherein the sponsor establishes detailed rules for ordering and processing of proposals (col. 23, lines 59-66; col. 25, lines 12-20, col. 32, lines 25-61)(The Examiner interprets this as a means for determining the rights of the parties), Conklin et al. does not disclose wherein the

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parties are assigned rights by a system administrator and modification is allowed in accordance with the rights associated with the user.

However, as written, the limitation of "***wherein different seller agent users have different rights with regard to electronically proposing modifications to the purchase order agreement and electronically accepting a proposed modification to a purchase order agreement, and wherein different buyer agent users have different rights with regard to electronically proposing modifications to the purchase order agreement and electronically accepting a proposed modification to a purchase order agreement, and wherein the system allows an electronic proposal of a first modification only in accordance with rights associated with the user attempting to implement the first proposal and wherein the system allows a first electronic acceptance of a proposed modification only in accordance with rights associated with the user attempting to implement the first electronic acceptance, and wherein the different rights of the different seller agent are assigned by a system administrator within an organization of the seller through the computerized system and wherein the different rights of the different buyer agents are assigned by a system administrator within an organization of the buyer through the computerized system***" does not further identify the method, but rather identifies the users, i.e., seller agent users. Furthermore, the fact that a method ***allows*** a modification only in accordance with the rights of the users is not a positive limitation of "proposing or accepting the modification in accordance with the rights of the user". As written,

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the limitation only sets forth that certain users have different rights. The fact that the system "allows" a modification only in accordance with the rights is not a positive recitation of the system modifying a proposal in accordance with the rights of the user. "Allowing a modification" simply means that nothing is done to stop or hinder the modification. "Allowing" a modification means that the system makes possible for the modification to take place without opposing or prohibiting the action.

Moreover, Cornelius discloses Workflow Management which sets forth which tasks exist, what roles exist, which roles can perform which tasks, and which individuals can fill which roles (col. 75, line 26 through col. 76, line 20). Cornelius discloses access control functions, the common technique of grouping users and assigning different access rights to the different groups, wherein each of these groups is assigned specific read/write/delete/**modify** authority (col. 81, lines 49-55). Cornelius further discloses that role-based access control establishes access rights and profiles based on job functions within the environment (col. 96, lines 20-34).

It would have been obvious to one of ordinary skill in the art at the time of the invention to incorporate into the multivariate negotiation system of Conklin et al. the workflow management taught in Cornelius since these tools address the problems that occur with complex processes requiring the participation of multiple groups, for example in the international sales of goods where the buyer and seller may not know each other but are negotiating terms of trade, by providing the ability to define, manage, and execute automated business

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processes through an electronic representation of the process, both in terms of what has to be done and by whom.

The Examiner asserts that the fact that the rights are assigned "by a system administrator within a buyer/seller organization", that the agreement is a "purchase order" agreement "between a buyer and seller relating to a transaction in one or more goods or services", the name of the parties modifying the agree (buyer and seller), the type of evidence received and stored are all non-functional descriptive data.

When presented with a claim comprising descriptive material, an Examiner must determine whether the claimed nonfunctional descriptive material should be given patentable weight. The Patent and Trademark Office (PTO) must consider all claim limitations when determining patentability of an invention over the prior art. *In re Gulack*, 703 F.2d 1381, 1385, 217 USPQ 401,404 (Fed. Cir. 1983). The PTO may not disregard claim limitations comprised of printed matter. *See Gulack*, 703 F.2d at 1384-85, 217 USPQ at 403; *see also Diamond v. Diehr*, 450 U.S. 175, 191, 209 USPQ 1, 10 (1981). However, the examiner need not give patentable weight to descriptive material absent a new and unobvious functional relationship between the descriptive material and the substrate. *See In re Lowry*, 32 F.3d 1579, 1583-84, 32 USPQ2d 1031, 1035 (Fed. Cir. 1994); *In re Ngai*, 367 F.3d 1336, 1338, 70 USPQ2d 1862, 1863-64 (Fed. Cir. 2004). Thus, when the prior art describes all the claimed structural and functional relationships between the descriptive material and the substrate, but the prior art describes a different descriptive material than the claim, then the descriptive material is nonfunctional

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and will not be given any patentable weight. That is, such a scenario presents no new and unobvious functional relationship between the descriptive material and the substrate.

The Examiner asserts that the data that the rights are assigned by the system administration of the buyer/seller organization, etc. adds little, if anything, to the claimed structure and thus do not serve as limitations on the claims to distinguish over the prior art. MPEP 2106IV b 1(b) indicates that "nonfunctional descriptive material" is material "that cannot exhibit any functional interrelationship with the way the steps are performed". Any differences related merely to the meaning and information conveyed through data which does not explicitly alter or impact the structure is non-functional descriptive data. Except for the meaning to the human mind, this data does not functionally relate to the substrate and thus does not change the structure of the system as claimed. The subjective interpretation of the data does not patentably distinguish the claimed invention.

Moreover, the Examiner notes that the applicant's limitations are replete with conditional language and lacking in positive recitations. For example, providing a payment instruction *if* the seller has been evaluated to have complied. Thus, "if" the seller has not complied, nothing need happen. Furthermore, as set forth above, "allowing" something to happen is not a positive recitation of anything actually happening.

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***Response to Arguments***

Applicant's arguments with respect to claims 4, 8, 9, 11-13 and 18 have been considered but are moot in view of the new ground(s) of rejection.

***Conclusion***

Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire **THREE MONTHS** from the mailing date of this action. In the event a first reply is filed within **TWO MONTHS** of the mailing date of this final action and the advisory action is not mailed until after the end of the **THREE-MONTH** shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than **SIX MONTHS** from the date of this final action.

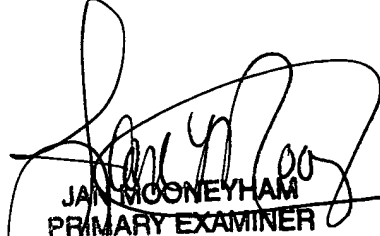
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Any inquiry concerning this communication or earlier communications from the examiner should be directed to JANICE A. MOONEYHAM whose telephone number is (571)272-6805. The examiner can normally be reached on Monday through Thursday.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, John Weiss can be reached on (571) 272-6812. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

JM



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